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Attorneys for Defendant
LIFE INSURANCE COMPANY
OF NORTH AMERICA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CV 08 2836

DYNETTE LIGHT, Plaintiff, v. CIGNA GROUP INSURANCE, LIFE INSURANCE COMPANY OF NORTH AMERICA, and DOES 1 to 20, inclusive. Defendants.	CASE NO.: **NOTICE OF REMOVAL OF CIVIL ACTION TO FEDERAL COURT [28 U.S.C. Sections 1441 and 1446; 29 U.S.C. Section 1132(e)(1)]**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that defendant Life Insurance Company of North America ("LINA") hereby removes this action to the United States District Court for the Northern District of California, pursuant to 28 U.S.C. Sections 1331, 1441 and 1446, on the grounds that this action arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001 et seq. ("ERISA") and therefore is removable to this Court based on federal question jurisdiction pursuant to 28 U.S.C. Section 1441(b) and 29 U.S.C. Section 1132(e)(1). The facts set forth below, that establish that this matter is governed by ERISA and that it is properly removed to this Court, were true at the

time the complaint in this matter was filed and they remain true as of the date of filing this Notice of Removal.

1. On May 8, 2008, plaintiff Dynette Light filed in the Superior Court of the State of California, in and for the County of San Mateo, a civil action entitled *Dynette Light v. Cigna Group Insurance, Life Insurance Company of North America, and Does 1 to 20,* bearing Case No. CIV 472713 (the "Complaint"). A true, correct and complete copy of the Complaint in this matter is attached hereto as Exhibit A. Each and every allegation stated in the Complaint is incorporated by reference into this Notice for purposes of removal.

2. The first date upon which defendant LINA received a copy of the Complaint was on May 13, 2008 when the Complaint was served on LINA's agent for service of process in California. Thirty days since such notice have not passed, and therefore this matter remains removable to the District Court. *See* Proof of Service Of Summons which is part of Exhibit C hereto.

3. Defendant Cigna Group Insurance has not been served in this matter. As such, it is not necessary for defendant Cigna Group Insurance to join in this removal. *See Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1193 at footnote 1 (9th Cir. 1988)(The general rule that all defendants in a state action must join in the petition for removal "applies . . . only to defendants properly joined and served in the action."); *see also Salveson v. Western States Bankcard Asso.,* 731 F.2d 1423, 1429-1430 (9th Cir. 1984).

4. Defendant LINA also is informed and believes, and thereon alleges, that none of the Doe defendants named in the Complaint, identified as Does 1 through 20, have been served in this matter, and therefore it is not necessary for these defendants to join in this removal. Additionally, plaintiff alleges that the Doe defendants are unknown to her. *See* Complaint at p. 2. Unknown defendants do not need to join in a petition for removal. *See Emrich, supra,* 846 F.2d 1190, 1193 at footnote 1.

5. This Court has original jurisdiction under 28 U.S.C. section 1441(b) for matters arising under ERISA. ERISA completely preempts all of plaintiff's state law claims set forth in the Complaint. Plaintiff's claims are, in fact, claims arising under federal law and thus are removable to

federal court. *See Metropolitan Life Ins. Co. v. Taylor,* 481 U.S. 58, 64-67, 107 S.Ct. 1542, 1546-1548 (1987). This complete preemption operates to confer original federal subject matter jurisdiction notwithstanding the absence of a federal cause of action on the face of the complaint. *See id; see also Aetna Health Inc. v. Davila,* 542 U.S. 200, 207-208, 124 S.Ct. 2488, 2494-2495 (2004).

6. This matter arises from and involves a group accident policy which provided "accidental death" coverage to plaintiff's husband, David Light. *See* Complaint at p. 4. The subject group accident policy, No. OK 826564, was issued by defendant LINA, and the Subscriber under this group policy is David Light's employer, Tyco International (US) Inc. *See* Complaint at p. 4; *see also* Exhibit B hereto, which is a copy of group policy No. OK 826564, at p. 5. (Group Policy No. OK 826564, attached hereto as Exhibit B, is fully incorporated into this Notice as if it were fully set forth herein.) Group Policy No. OK 826564 (hereinafter "the Policy") provides accidental death insurance coverage to eligible employees of Tyco International (US) Inc., and plaintiff's husband, David Light, was a covered employee under the Policy. *See* Complaint at p. 4 and Exhibit B hereto at p. 5. The Policy is part of an employee benefit plan governed by ERISA, and David Light qualified for the accidental death coverage offered by the Policy based on his employment at Tyco International (US) Inc. The plan administrator of the subject employee benefit plan granted defendant LINA the authority and discretion to review claims for benefits under the Policy and to decide appeals of denied claims under the Policy. *See* Exhibit B hereto at p. 20.

7. Plaintiff alleges that her claim for the death benefit under the Policy was handled in bad faith and entitles her to exemplary damages. *See* Complaint at pp. 4-7. The Policy, and any claims made based on the Policy and/or relating to the handling of plaintiff's claim for benefits under the Policy, are governed by the provisions of ERISA. *See Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41, 56-57, 107 S.Ct. 1549, 1557-1558 (1987)(holding that all suits by beneficiaries that assert improper processing of claims under ERISA-regulated plans are treated as federal questions governed by the provisions of ERISA.) An insurance company's conduct in administering a claim for plan benefits is conduct covered by ERISA. *See Bast v. Prudential Ins. Co. of America,* 150 F.3d 1003, 1008 (9th Cir. 1998).

8. The District Courts of the United States have original jurisdiction over, and federal law under ERISA controls, actions brought to recover benefits and/or to enforce rights under employee benefit plans. *See* 29 U.S.C. Section 1132(e)(1) and *Pilot Life Ins. Co. v. Dedeaux*, *supra,* 481 U.S. 41, 56-57, 107 S.Ct. 1549, 1557-1558. Removal of such cases to federal court is proper. *See Metropolitan Life Ins. Co. v. Taylor,* 481 U.S. 58, 64-67, 107 S.Ct. 1542, 1546-1548.

9. Venue is proper in the Northern District of California pursuant to 28 U.S.C. Section 1391(b) because defendant LINA is informed and believes, and thereon alleges, that a substantial part of the events or omissions giving rise to the claim occurred in San Mateo County, which is part of this judicial district. *See* Complaint at p. 2.

10. Therefore, defendant LINA filed this Notice of Removal of this action from the Superior Court of the State of California in and for the County of San Mateo, in which it is now pending, to the United States District Court for the Northern District of California.

11. True and correct copies of all process, pleadings, orders and documents pertaining to this action (and which have been served upon LINA, were filed by plaintiff, or which were served or filed by LINA in this action) are attached hereto as Exhibit C. LINA is informed and believes, and thereon alleges, that other than the pleadings attached to this Notice of Removal, there have been no further pleadings, process, or orders filed in this action.

12. A Notice to State Court and To Adverse Party is being filed with the Superior Court of the State of California in and for the County of San Mateo, and will be served on plaintiff.

WHEREFORE, defendant LINA prays that this action be removed from the Superior Court of the State of California in and for the County of San Mateo to the United States District Court for the Northern District of California.

Date: June 6, 2008

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

By: _____

ADRIENNE C. PUBLICOVER
DENNIS J. RHODES
Attorneys for Defendant
LIFE INSURANCE
COMPANY OF NORTH AMERICA

CERTIFICATE OF SERVICE
Dynette Light v. CIGNA Group Insurance, et al.
USDC NDCA Case #

I am a citizen of the United States. I am over the age of eighteen years and am not a party to the within cause. I am employed in the City and County of San Francisco, California and my business address is 525 California Street, 17th Floor, San Francisco, California 94105.

On this date I served the following document(s):

NOTICE OF REMOVAL OF CIVIL ACTION TO FEDERAL COURT

on the parties identified below, through their attorneys of record, by placing true copies thereof in sealed envelopes addressed as shown below by the following means of service:

_X_: **By First Class Mail** -- I caused each such envelope, with first class postage thereon fully prepaid, to be deposited in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection to the office of the addressee following ordinary business practices.

_☐_: **By Personal Service** – I caused each such envelope to be given to a courier messenger who personally delivered each such envelope to the office of the address.

_☐_: **By Overnight Courier** – I caused each such envelope to be given to an overnight mail service at San Francisco, California, to be hand delivered to the office of the addressee on the next business day.

_☐_: **Facsimile** – (Only where permitted. Must consult CCP § 1012.5 and California Rules of Court 2001-2011. Also consult FRCP Rule 5(e). Not currently authorized in N.D.C.A.)

Tom Paoli, Esq.
PAOLI & GEERHART, LLP
785 Market Street, Suite 1150
San Francisco, CA 94103
Tel: (415) 498-2101

Attorneys for Plaintiff DYNETTE LIGHT

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

EXECUTED **June 6, 2008** at San Francisco, California.

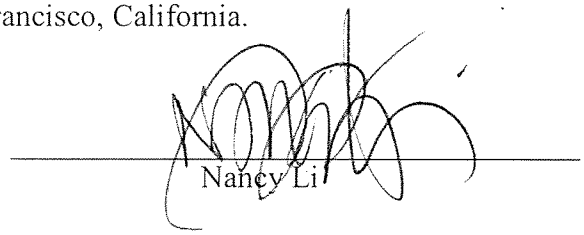

Exhibit A

PLD-PI-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Tom Paoli (104772)
Paoli & Geerhart, LLP
785 Market Street, Suite 1150

San Francisco, CA 94103
TELEPHONE NO.: 415 498-2101 FAX NO. (Optional):
E-MAIL ADDRESS (Optional): pglaw@mail.com
ATTORNEY FOR (Name): Dynetta Light

FOR COURT USE ONLY

ENDORSED FILED
SAN MATEO COUNTY
MAY 0 8 2008
Clerk of the Superior Court
By R. Montgomery
DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo
STREET ADDRESS: 400 County Center
MAILING ADDRESS:
CITY AND ZIP CODE: Redwood City, CA 94063
BRANCH NAME:

PLAINTIFF: Dynetta Light

DEFENDANT: Cigna Group Insurance, Life Insurance Company of North America, and DOES 1 to 20

☐ DOES 1 TO

COMPLAINT—Personal Injury, Property Damage, Wrongful Death
☐ AMENDED (Number):

Type (check all that apply):
☐ MOTOR VEHICLE ☒ OTHER (specify): Intentional Tort -
☐ Property Damage ☐ Wrongful Death Ins. Bad Faith
☒ Personal Injury ☒ Other Damages (specify): Attorney's Fees and Punitive Damages

Jurisdiction (check all that apply):
☐ ACTION IS A LIMITED CIVIL CASE
Amount demanded ☐ does not exceed $10,000
☐ exceeds $10,000, but does not exceed $25,000
☒ ACTION IS AN UNLIMITED CIVIL CASE (exceeds $25,000)
☐ ACTION IS RECLASSIFIED by this amended complaint
☐ from limited to unlimited
☐ from unlimited to limited

BY FAX

CASE NUMBER
CIV 472713

1. Plaintiff (name or names): Dynetta Light
alleges causes of action against defendant (name or names): Cigna Group Insurance, Life Insurance Company of North America, and DOES 1 to 20
2. This pleading, including attachments and exhibits, consists of the following number of pages: 7
3. Each plaintiff named above is a competent adult
a. ☐ except plaintiff (name):
(1) ☐ a corporation qualified to do business in California
(2) ☐ an unincorporated entity (describe):
(3) ☐ a public entity (describe):
(4) ☐ a minor ☐ an adult
(a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
(b) ☐ other (specify):
(5) ☐ other (specify):

b. ☐ except plaintiff (name):
(1) ☐ a corporation qualified to do business in California
(2) ☐ an unincorporated entity (describe):
(3) ☐ a public entity (describe):
(4) ☐ a minor ☐ an adult
(a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
(b) ☐ other (specify):
(5) ☐ other (specify):

☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

SHORT TITLE: Light v. Cigna Group Insurance, et al. | CASE NUMBER:

4. ☐ Plaintiff *(name)*:
is doing business under the fictitious name *(specify)*:

and has complied with the fictitious business name laws.

6. Each defendant named above is a natural person
a. ☒ except defendant *(name)*: Cigna Group Insurance
(1) ☐ a business organization, form unknown
(2) ☒ a corporation
(3) ☐ an unincorporated entity *(describe)*:
(4) ☐ a public entity *(describe)*:
(5) ☐ other *(specify)*:

b. ☒ except defendant *(name)*: Life Insurance Company of North America
(1) ☐ a business organization, form unknown
(2) ☒ a corporation
(3) ☐ an unincorporated entity *(describe)*:
(4) ☐ a public entity *(describe)*:
(5) ☐ other *(specify)*:

c. ☐ except defendant *(name)*:
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity *(describe)*:
(4) ☐ a public entity *(describe)*:
(5) ☐ other *(specify)*:

d. ☐ except defendant *(name)*:
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity *(describe)*:
(4) ☐ a public entity *(describe)*:
(5) ☐ other *(specify)*:

☐ Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.
a. ☒ Doe defendants *(specify Doe numbers)*: 1 to 20 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
b. ☒ Doe defendants *(specify Doe numbers)*: 1 to 20 are persons whose capacities are unknown to plaintiff.

7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are *(names)*:

8. This court is the proper court because
a. ☐ at least one defendant now resides in its jurisdictional area.
b. ☐ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
c. ☒ injury to person or damage to personal property occurred in its jurisdictional area.
d. ☐ other *(specify)*:

9. ☐ Plaintiff is required to comply with a claims statute, and
a. ☐ has complied with applicable claims statutes, or
b. ☐ is excused from complying because *(specify)*:

PLD-PI-001

SHORT TITLE: Light v. Cigna Group Insurance, et al.		CASE NUMBER

10. The following causes of action are attached and the statements above apply to each *(each complaint must have one or more causes of action attached)*:
    a. ☐ Motor Vehicle
    b. ☐ General Negligence
    c. ☒ Intentional Tort
    d. ☐ Products Liability
    e. ☐ Premises Liability
    f. ☐ Other *(specify)*:

11. Plaintiff has suffered
    a. ☐ wage loss
    b. ☐ loss of use of property
    c. ☐ hospital and medical expenses
    d. ☒ general damage
    e. ☐ property damage
    f. ☐ loss of earning capacity
    g. ☒ other damage *(specify)*: Attorney's fees, and punitive damages

12. ☐ The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
    a. ☐ listed in Attachment 12.
    b. ☐ as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
    a. (1) ☒ compensatory damages
    (2) ☒ punitive damages
    The amount of damages is *(in cases for personal injury or wrongful death, you must check (1))*:
    (1) ☒ according to proof
    (2) ☐ in the amount of: $

15. ☐ The paragraphs of this complaint alleged on information and belief are as follows *(specify paragraph numbers)*:

Date: 5/7/2008

Tom Paoli
(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

PLD-PI-001(3)

SHORT TITLE: Light v. Cigna Group Insurance, et al.	CASE NUMBER

First (number) CAUSE OF ACTION—Intentional Tort Page 4

ATTACHMENT TO [x] Complaint [ ] Cross-Complaint

(Use a separate cause of action form for each cause of action.)

IT-1. Plaintiff *(name)*: Dynette Light

alleges that defendant *(name)*: Cigna Group Insurance, Life Insurance Company of North America, et al.

[x] Does 1 to 20

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant intentionally caused the damage to plaintiff

on *(date)*: April 5, 2007, and January 10, 2008

at *(place)*: San Francisco

(description of reasons for liability):

At all times relevant hereto, and on September 17, 2006, defendants insured plaintiff's husband David Light for "accidental death" through its Group Accident Policy, number OK 826564 issued to David Light's employer Tyco International (US) Inc. A copy of the insurance policy, hereafter referred to as "the subject insurance policy" is attached as Exhibit A, and incorporated herein.

On September 17, 2006, David Light died in an automobile accident. Plaintiff is David Light's surviving spouse and the "covered person's beneficiary" of the subject insurance policy. In October 2006, plaintiff made a timely claim for the death benefit due under the subject policy.

On April 5, 2007, and on January 10, 2008, defendants denied plaintiff's claim and refused to pay the death benefit that was then due under the subject policy. On March 31, 2006, defendants approved and paid plaintiff's claim only after plaintiff hired a lawyer who delineated for defendants California law applicable to the claim and the baselessness of defendants' denials of plaintiff's claim.

Contrary to the defendants' purported grounds for denying plaintiff's claim, plaintiff's husband death is a covered "accident" under the subject insurance policy, and plaintiff's claim was not precluded by any benefit-specific and/or common exclusion contained in the subject insurance policy. Defendants had no basis in fact or law to support their denials of plaintiff's claim and their refusal to pay the insurance benefits was in bad faith.

(continued on page 5)

SHORT TITLE: Light v. Cigna Group Insurance, et al.	CASE NUMBER

First Cause of Action - Intentional Tort

(continued from page 4)

Defendants had no reasonable grounds to deny plaintiff's claim on any basis whatsoever, including without limitation the common exclusion of "commission or attempt to commit a felony." Nor did defendants have any basis to deny the claim on the grounds that the accident causing David Light's death was not a "covered accident."

Denial of plaintiff's claim on these grounds is proof that defendants failed to investigate thoroughly the ostensible bases for denial of, and refusal to pay plaintiff's claim. Specifically, defendants did not consult an attorney knowledgeable of California law to support their assertion that David Light died while committing a felony, or that the accident causing David Light's death was not a "covered accident," and defendants did not interview any witnesses to David Light's activities in the days preceding his death, including David Light's companion during the hours and days preceding David Light's death, to determine if there are facts to support defendants' assertion that David Light died while committing a felony.

(continued on page 6)

(Required for verified pleading) The items on this page stated on information and belief *(specify item numbers, not line numbers):*

SHORT TITLE: Light v. Cigna Group Insurance, et al. | CASE NUMBER:

First Cause of Action - Intentional Tort

(continued from page 5)

Defendants had no reasonable grounds to deny plaintiff's claim on the basis that David Light's death was the "reasonably foreseeable result of his own actions" and not a " covered accident" as defined by the subject insurance policy, because this asserted basis is specifically disallowed under California law, and is the result of defendants' disregard of the law and unduly restrictive interpretation of the subject insurance policy language. Moreover, it is proof of defendant's failure to investigate and fully evaluate plaintiff's claim.

Defendants denial of plaintiff's claim and unreasonable refusal and delay for 18 months before paying benefits due under the subject insurance policy without any attempt at adequate investigation and without reasonable grounds is in bad faith.

(Required for verified pleading) The items on this page stated on information and belief *(specify item numbers, not line numbers)*:

PLD-PI-001(6)

SHORT TITLE: Light v. Cigna Group Insurance, et al.	CASE NUMBER

Exemplary Damages Attachment

Page 7

ATTACHMENT TO [X] Complaint [ ] Cross-Complaint

EX-1. As additional damages against defendant *(name)*: Cigna Group Insurance, and Life Insurance Company of North America

Plaintiff alleges defendant was guilty of
[X] malice
[ ] fraud
[X] oppression
as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

Plaintiff incorporates herein by this reference the allegations of the First Cause of Action.

Defendants in bad faith and conscious disregard violated plaintiff's rights under law by failing to properly investigate, evaluate, determine and promptly pay plaintiff's claim for accidental death benefits. Defendants' bad faith and conscious disregard continued throughout the claim with knowledge that plaintiff was a grieving widow and single parent.

Defendants placed their interests above plaintiff's interests. Defendants' conduct was prompted not by an honest mistake, bad judgment or negligence, but rather by a conscious and deliberate decision to deprive plaintiff for as long as possible the benefits of the insurance contract, even though they knew there was no legal or factual support for their asserted bases for denying plaintiff's claim.

Defendants were at all times consciously aware of the wrongfulness and harmfulness of their conduct, yet they persisted in accusing plaintiff's deceased husband of being a felon, knowing the accusation to be false, and knowing of plaintiff's vulnerability as a newly widowed single parent.

EX-3. The amount of exemplary damages sought is
a. [ ] not shown, pursuant to Code of Civil Procedure section 425.10.
b. [ ] $

Exhibit B

Life Insurance Company of North America

1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235
A Stock Insurance Company

GROUP ACCIDENT POLICY

POLICYHOLDER:	Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry
POLICY NUMBER:	OK 826564
POLICY EFFECTIVE DATE:	July 1, 2002
POLICY ANNIVERSARY DATE:	January 1
STATE OF ISSUE:	Delaware

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.

THIS IS A LIMITED POLICY.
PLEASE READ IT CAREFULLY.

Robert J. Upton, Secretary

Michael W. Bell, President

Countersigned_____
Where Required By Law

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SCHEDULE OF AFFILIATES

The following affiliates are covered under this Policy on the effective dates listed below.

AFFILIATE NAME	LOCATION	EFFECTIVE DATE
A&E Products	Secaucus, NJ	July 1, 2002
ADT	Boca Raton, FL	July 1, 2002
AFC Cable	New Bedford, MA	July 1, 2002
Allied Tube & Conduit	Harvey, IL	July 1, 2002
Ansul - Tyco Suppression Systems	Marinette, WI	July 1, 2002
Earth Tech	Long Beach, CA	July 1, 2002
Ludlow Coated Products	Homer, LA	July 1, 2002
M/A - Com	Harrisburg, PA	July 1, 2002
Simplex/Grinnell	Houston, TX	July 1, 2002
Sonitrol	Westlake, TX	July 1, 2002
Tyco Capital	Livingston, NJ	July 1, 2002
TyCom - Tyco Telecommunications	Morristown, NJ	July 1, 2002
Tyco Electronics	Harrisburg, PA	July 1, 2002
TEPG/Simplex	Westminster, MA	July 1, 2002
Tyco Fire Products	Lansdale, PA	July 1, 2002
Tyco Flow Control	Cranston, RI	July 1, 2002
Tyco Healthcare	Mansfield, MA	July 1, 2002
Tyco International (US) Inc.	Boca Raton, FL	July 1, 2002
Tyco Plastics LP	Minneapolis, MN	July 1, 2002
Tyco Electronics - Printed Circuit Group	Enfield, CT	July 1, 2002
Tyco Thermal Controls	Houston, TX	July 1, 2002
Tyco Valves & Controls	Houston, TX	July 1, 2002
Unistrut	Wayne, MI	July 1, 2002

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the *Description of Coverages and Benefits* Section for full details.

Subscriber:	Tyco International (US) Inc.
Effective Date of Subscriber Participation:	July 1, 2002
Minimum Subscriber Participation Requirements Percentage	20% of eligible Employees

Covered Classes:

Class 1	All active, part-time and full-time Employees of the Employer regularly working a minimum of 20 hours per week.

SCHEDULE OF BENEFITS FOR CLASS 1

This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

Eligibility Waiting Period
The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date:	None
For Employees hired after the Policy Effective Date:	The later of 31 days after the date of hire or the completion of any probationary period

Time Period for Loss:

Any Covered Loss must occur within:	365 days of the Covered Accident

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum:	1 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof
Maximum Benefit:	$1,000,000

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	50% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12th month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

Age Reductions
A Covered Person's Principal Sum will be reduced to the percentage of his Principal Sum in effect on the date preceding the first reduction, as shown below.

Age	Percentage of Benefit Amount
65	65%

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

EXPOSURE AND DISAPPEARANCE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
OWNED AIRCRAFT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
PILOT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
WAR RISK COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

ACCIDENTAL BURN AND DISFIGUREMENT BENEFIT

75-100% Body Disfigurement	100% of the Principal Sum
50-74% Body Disfigurement	75% of the Principal Sum
25-49% Body Disfigurement	50% of the Principal Sum
Burn Classification	second degree

BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

Benefit Amount	$150 per session
Maximum Number of Sessions	10 sessions
Maximum Benefit Per Covered Accident	$1,500

ELDER SURVIVOR BENEFIT

Lump Sum Benefit	10% of the Principal Sum subject to a maximum of $50,000
Default Benefit	$1,000

HIV OCCUPATIONAL ACCIDENT

25% of the Principal Sum subject to a maximum of $100,000

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

Benefit	10% of the Principal Sum subject to a maximum of $25,000

HOSPITAL STAY BENEFIT

Benefit Amount	$100 per day
Maximum Benefit Period	365 days per Hospital Stay per Covered Accident
Benefit Waiting Period	7 days

PERMANENT TOTAL DISABILITY BENEFIT

Benefit Waiting Period	12 months
Lump Sum Benefit	100% of the Principal Sum

REHABILITATION BENEFIT	
Benefit per Covered Accident	5% of the Principal Sum, subject to a maximum of $10,000
SEATBELT BENEFIT	
Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of $25,000
Default Benefit	$1,000
SPECIAL EDUCATION BENEFIT	
Surviving Dependent Child Benefit	25% of the Principal Sum subject to a Maximum Benefit of $10,000
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	$1,000
SPOUSE RETRAINING BENEFIT	5% of the Principal Sum subject to a Maximum Benefit of $10,000

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum:	Option 1: $50,000 Option 2: 1, 2 or 3 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof Maximum Benefit: $500,000
Spouse Principal Sum:	60% of the Employee's Principal Sum if no dependent children are covered; 50% of the Employee's Principal Sum if dependent children are covered Maximum Benefit: $250,000
Dependent Child Principal Sum:	20% of the Employee's Principal Sum if no spouse is covered; 10% of the Employee's Principal Sum if a spouse is covered Maximum Benefit: $60,000

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	50% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12th month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

Age Reductions
A Covered Person's Principal Sum will be reduced to the percentage of his Principal Sum in effect on the date preceding the first reduction, as shown below.

Age	Percentage of Benefit Amount
70 but less than 74	82.5%
75 but less than 79	57.5%
80 but less than 84	37.5%
85 and over	20%

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES
Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

EXPOSURE AND DISAPPEARANCE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
OWNED AIRCRAFT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
PILOT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
WAR RISK COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

ADDITIONAL ACCIDENT BENEFITS
Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

ACCIDENTAL BURN AND DISFIGUREMENT BENEFIT	
75-100% Body Disfigurement	100% of the Principal Sum
50-74% Body Disfigurement	75% of the Principal Sum
25-49% Body Disfigurement	50% of the Principal Sum
Burn Classification	second degree
BEREAVEMENT AND TRAUMA COUNSELING BENEFIT	
Benefit Amount	$150 per session
Maximum Number of Sessions	10 sessions
Maximum Benefit Per Covered Accident	$1,500
CHILD CARE CENTER BENEFIT	
Benefit Amount	5% of the Employee's Principal Sum subject to a maximum of $10,000 per year
Maximum Benefit Period	not beyond age 13 for each surviving Dependent Child
COMMON ACCIDENT BENEFIT	
Covered Spouse Benefit	up to 100% of the Employee's Principal Sum subject to a maximum of $500,000

ELDER SURVIVOR BENEFIT	
Lump Sum Benefit	10% of the Principal Sum subject to a maximum of $50,000
Default Benefit	$1,000
HIV OCCUPATIONAL ACCIDENT	25% of the Principal Sum subject to a maximum of $100,000
HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT	
Benefit	10% of the Principal Sum subject to a maximum of $25,000
HOSPITAL STAY BENEFIT	
Benefit Amount	$100 per day
Maximum Benefit Period	365 days per Hospital Stay per Covered Accident
Benefit Waiting Period	7 days
INCREASED DEPENDENT CHILD DISMEMBERMENT BENEFIT	100% multiplied by the percentage of the Child's Principal Sum applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*
PERMANENT TOTAL DISABILITY BENEFIT – For Employees Only	
Benefit Waiting Period	12 months
Lump Sum Benefit	100% of the Principal Sum
PERMANENT TOTAL DISABILITY BENEFIT – For Spouses Only	
Benefit Waiting Period	12 months
Total of Monthly Benefits	100% of the Principal Sum
Monthly Benefit Payment	1% of the Principal Sum
REHABILITATION BENEFIT	
Benefit per Covered Accident	5% of the Principal Sum, subject to a maximum of $10,000
SEATBELT BENEFIT	
Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of $25,000
Default Benefit	$1,000
SPECIAL EDUCATION BENEFIT	
Surviving Dependent Child Benefit	25% of the Principal Sum subject to a Maximum Benefit of $10,000
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	$1,000
SPOUSE RETRAINING BENEFIT	5% of the Principal Sum subject to a Maximum Benefit of $10,000

INITIAL PREMIUM RATES

Premium Rate:	Basic Insurance Employee Rate: $0.015 per $1000 Voluntary Insurance Employee Rate: $0.012 per $1000 Family Rate: $0.024 per $1000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Subscriber and the Employee
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding modal period

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Active Service

An Employee will be considered in Active Service with his employer on any day that is either of the following:

1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;
2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.

A person other than an Employee is considered in Active Service if he is none of the following:

1. an Inpatient in a Hospital or receiving Outpatient care for chemotherapy or radiation therapy;
2. confined at home under the care of Physician for Sickness o r Injury;
3. Totally Disabled.

Age

A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on his last birthday.

Aircraft

A vehicle which:

1. has a valid certificate of airworthiness; and
2. is being flown by a pilot with a valid license to operate the Aircraft.

Annual Compensation

An Employee's annual earnings for normal work established by the Subscriber for his job classification.

Covered Accident

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, Sickness, mental or bodily infirmity;
3. is not otherwise excluded under the terms of this Policy.

Covered Injury

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss

A loss that is all of the following:

1. the result, directly and independently of all other causes, of a Covered Accident;
2. one of the Covered Losses specified in the *Schedule of Covered Losses*;
3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

Covered Person

An eligible person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force. The term Covered Person shall include, where this Policy provides coverage, an eligible Spouse and eligible Dependent Children.

Dependent Child(ren)

An Employee's unmarried child who meets the following requirements:

1. A child from live birth to 19 years old;
2. A child who is 19 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes an Employee's:

1. Natural child;
2. Adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. Stepchild who resides with the Employee;
4. Child for whom the Employee is legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

Domestic Partner

A person of the same or opposite sex who:

1. shares the covered Employee's permanent residence;
2. has resided with the covered Employee continuously for at least six months and is expected to reside with the covered Employee indefinitely;
3. is financially interdependent with the covered Emp loyee in each of the following ways:
   a. by holding one or more credit or bank accounts, including a checking account, as joint owners;
   b. by owning or leasing their permanent residence as joint tenants;
4. has signed a Domestic Partner declaration with the covered Employee if the covered Employee resides in a jurisdiction which provides for a Domestic Partner declaration;
5. has not signed a Domestic Partner declaration with any other person within the last 12 months;
6. is no less than 18 to 70 years of age;
7. is not legally married to any other person;
8. is not a blood relative any closer than would prohibit legal marriage.

In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.

A covered Employee may insure a Domestic Partner if all of the following conditions are met:

1. the covered Employee has not been married to any person within the past 12 months;
2. the Domestic Partner is the only person meeti ng this Policy's definition of "Domestic Partner" with respect to the covered Employee;
3. The covered Employee and the Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.

Employee

For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.

Employer

The Subscriber and any affiliates, subsidiaries or divisions shown in the *Schedule of Covered Affiliates* and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

He, His, Him

Refers to any individual, male or female.

Hospital

An institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

Hospital Stay

A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

Inpatient

A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Nurse

A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:

1. employed or retained by the Subscriber;
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or child of the Covered Person.

Outpatient

A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Prior Plan

The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.

Physician

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the Subscriber;
2. living in the Covered Person's household;
3. a parent, sibling, spouse or child of the Covered Person.

Sickness

A physical or mental illness.

Spouse	The Employee's lawful spouse.
Subscriber	Any participating organization that subscribes to the trust to which this Policy is issued.
Terrorism or Terrorist Act	Any hostile or violent act carried out by a group of persons having political or military goals but not operating on behalf of a foreign state and whose purpose is to compel an act or omission by any other person or governmental entity.
Totally Disabled or Total Disability	Totally Disabled or Total Disability means either: 1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or 2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.
We, Us, Our	Life Insurance Company of North America.

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Subscriber Effective Date
Accident Insurance Benefits become effective for each Subscriber in consideration of the Subscriber's application, Subscription Agreement and payment of the initial premium when due. Insurance coverage for the Subscriber becomes effective on the Effective Date of Subscriber Participation as long as the Minimum Participation Requirement shown in the *Schedule of Benefits* has been satisfied.

Eligibility
An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. A Spouse and Dependent Children of an eligible Employee become eligible for any dependent insurance provided by this Policy on the later of the date the Employee becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the *Definitions* section of this Policy. No person may be eligible for insurance under this Policy as both an Employee and a Spouse or Dependent Child at the same time.

Effective Date for Individuals
Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions within 31 days of eligibility on the latest of the following dates:
1. the effective date of this Policy;
2. the date the Employee becomes eligible;
3. the date We receive the Employee's completed enrollment form and the required first premium, during his lifetime.

Insurance becomes effective for an Employee's eligible dependents if the Employee applies and agrees to make required contributions within 31 days of the date his dependents become eligible on the latest of the following dates:
1. the effective date of this Policy;
2. the date the Employee becomes eligible;
3. the date the Employee's insurance becomes effective;
4. the date the dependent meets the definition of Spouse or Dependent Child, as applicable;
5. the date We receive a completed enrollment form for Spous e and Dependent Child coverage and the required first premium, during each dependent's lifetime.

Insurance becomes effective for a newborn Dependent Child automatically from the moment of the child's live birth. Insurance for that Dependent Child automatically ends 31 days later unless the Employee has a Spouse or other Dependent Children insured under this Policy or makes a request to cover the child and pays the required initial premium, during the child's lifetime.

DEFERRED EFFECTIVE DATE
Active Service
The effective date of insurance will be deferred for any Employee or any eligible Spouse or Dependent Child who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.

Effective Date of Changes
Any increase or decrease in the amount of insurance for the Covered Person resulting from:
1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE

The insurance on a Covered Person will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
4. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy, as shown in the *Schedule of Benefits*;
5. with respect to a Spouse or Dependent Child, the date of the death of the cover ed Employee or the date of divorce from the covered Employee unless the Spouse elects to continue insurance, including insurance on Dependent Children. See *Continuation of Insurance* section.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

CONTINUATION OF INSURANCE

We will continue insurance under this Policy for a Spouse and Dependent Children of a covered Employee who dies, without payment of premium for 12 months. The Spouse and Dependent Children: (a) must have been insured under this Policy on the date the Employee died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of the end of the 12 th month and the date the Spouse or any Dependent Children ceases to meet all other requirements for eligibility.

Continuation for Family Medical Leave

Insurance for an Employee and Covered Dependents may be continued until the earliest of the following dates if: (a) an Employee is on an Employer-approved family medical leave; and (b) required premium contributions are paid when due.

1. for an Employer-approved family medical leave: 12 weeks in a consecutive 12-month period.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot, insurrection or Terrorist Act;
4. declared or undeclared war or act of war;
5. flight in, boarding or alighting from an Aircraft or any craft designed t o fly above the Earth's surface:
   a. except as a fare-paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
   b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
   c. being used for:
      i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
      ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
   d. designed for flight above or beyond the earth's atmosphere;
   e. that is an ultra-light or glider;
   f. being used for the purpose of parachuting or skydiving;
   g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
6. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
7. a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.

CONVERSION PRIVILEGE

1. If the Covered Person's insurance or any portion of it ends for a reason oth er than non-payment of premium, the Covered Person's Age or those reasons described in Paragraph 2 below, the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may not apply for an amount greater than his coverage under this Group Policy less the amount of any other group accident insurance for which he becomes eligible within 31 days after the date coverage under this Group Policy terminated. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

   The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk.

   The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended. If the Covered Person dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
   a. coverage under this Group Policy less any amount of group accident insurance for which he is eli gible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
   b. $10,000.

CLAIM PROVISIONS

Notice of Claim
Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Subscriber's name and policy number and the Covered Person's name, address, policy and certificate number.

Claim Forms
We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision
Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss
Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

The Plan Administrator of the Employer's employee welfare benefit plan (the Plan) has appointed the Insurance Company as the Plan fiduciary under federal law for the review of claims for benefits provided by this Policy and for deciding appeals of denied claims. In this role the Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan documents, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that the Insurance Company's sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under this Policy.

Time of Payment of Claims
We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

Payment of Claims
All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay $1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

Payment of Claims to Foreign Employees
The Subscriber may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than the United States of America.

We will not be responsible for the application or disposition by the Subscriber of any such benefits paid. Our payments to the Subscriber will constitute a full discharge of Our liability for those payments under this Policy.

Physical Examination and Autopsy
We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions
No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Beneficiary
The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Subscriber. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy. Any Accidental Death Benefit payable at the death of the Employee's Spouse or Domestic Partner or Dependent Child will be paid to the Employee or to his estate.

A beneficiary designation or change will become effective on the date the Employee executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:
1. Spouse;
2. Child or Children;
3. Mother or father;
4. Sisters or brothers;
5. Estate of the Covered Person.

Recovery of Overpayment
If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.
1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

Premiums
All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place.

Changes in Premium Rates
We may change the premium rates from time to time with at least 31 days advance written notice to the Subscriber. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the terms of the Subscriber's participation change;
3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
4. there is a change in the factors bearing on the risk assumed;
5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

Payment of Premium
The first premium is due on the Subscriber's effective date of participation under this Policy. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Subscriber. If any premium is not paid when due, the Subscriber's participation under this Policy will be terminated as of the Premium Due Date on which premium was not paid.

Grace Period
A Grace Period of 31 days will be granted to each Subscriber for payment of its required premiums under this Policy. A Subscriber's participation under this Policy will remain in effect during the Grace Period . The Subscriber is liable to Us for any unpaid premium for the time its participation under this Policy was in force.

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. A Covered Person's insurance under this Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

GENERAL PROVISIONS

Entire Contract; Changes
This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Subscriber Participation Under This Policy
An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by Us.

Misstatement of Fact
If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates
Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

30 Day Right To Examine Certificate
If a Covered Person does not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Multiple Certificates
The Covered Person may have in force only one certificate at a time under this Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

Assignment
We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

Incontestability
1. Of This Policy or Participation Under This Policy
All statements made by the Subscriber to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Subscriber.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of A Covered Person's Insurance
All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

Reporting Requirements
The Subscriber or its authorized agent must report all of the following to Us by the premium due date:
1. the names of all persons insured on the Policy Effective Date;
2. the names of all persons who are insured after the Policy Effective Date;
3. the names of those persons whose insurance has terminated;
4. additional information required by Us.

Policy Termination
We may terminate coverage on or after the first anniversary of the policy effective date. The Subscriber may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 31 days prior to such premium due date.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Reinstatement
This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Subscriber satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

Clerical Error
A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes
Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Policy Changes
We may agree with the Subscriber to modify a plan of benefits without the Covered Person's consent.

Workers' Compensation Insurance
This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Examination of the Policy
This Group Policy will be available for inspection at the Subscriber's office during regular business hours.

Examination of Records
We will be permitted to examine all of the Subscriber's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:
1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Subscriber is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Subscriber will not be considered Our actions.

DESCRIPTION OF COVERAGES AND BENEFITS

This *Description of Coverages and Benefits* Section describes the Accident Coverages and Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the *General Definitions* section. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Coma means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* section.
GA-00-2100.00

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

EXPOSURE AND DISAPPEARANCE COVERAGE

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses,* will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.
GA-00-2202.00

NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses,* will be payable subject to the following conditions if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the Covered Person is a member of the U.S. Military Reserve or National Guard.

While the Covered Person is a member of the U.S. Military Reserve or National Guard, coverage under this Policy will remain in force beyond the 31-day active duty training period and continue:

1. during the Covered Person's initial training period;
2. if the Covered Person is called to active duty for a domestic emergency.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.
GA-00-2204.00

OWNED AIRCRAFT COVERAGE

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses,* will be payable if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by the Subscriber or any of its subsidiaries or affiliates. A record of eligible Aircraft will be maintained by the Subscriber and available for review by Us at any time during normal business hours. An Aircraft substituted for an eligible Aircraft will also be eligible if it has no greater seating capacity and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.
GA-00-2205.00

PILOT COVERAGE
Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the Covered Person is flying as a licensed pilot or member of the crew of an Aircraft and meets all of the following requirements:

1. has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by Us;
2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by Us;
3. completes and maintains a combined minimum of 200 hours of military, private or professional logged flight hours;
4. is flying as a pilot or member of the crew of an Aircraft for which he is qualified and that is:
   (a) on a list of eligible Aircraft maintained by the Subscriber, including a substitute Aircraft with no greater seating capacity while a listed Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction; or
   (b) not owned, leased, operated or controlled by the Subscriber;
5. is not giving or receiving flight instruction.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.
GA-00-2206.00

WAR RISK COVERAGE
Benefits for Accidental Death and Dismemberment as shown in the *Schedule of Covered Losses*, will be payable, subject to the following conditions and exclusions, if a Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during war or acts of war that occur worldwide excluding the United States and the insured's country of citizenship.

The Subscriber may cancel this war risk coverage at any time by sending written notice to Us at Our home office address. Coverage will be canceled upon receipt of notice or a date specified by the Subscriber.

We may cancel this coverage at any time by providing written notice to the Subscriber at least 10 days prior to termination of this coverage. Any unearned premium will be promptly returned to the Subscriber.

Exclusions This benefit does not provide coverage when a Covered Loss occurs:
1. in the United States and its territories and possessions; or
2. in any nation of which the Covered Person is a citizen.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.
GA-00-2208.00

ADDITIONAL ACCIDENT BENEFITS
Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

ACCIDENTAL BURN AND DISFIGUREMENT BENEFIT
We will pay the benefit shown in the *Schedule of Benefits* if a Covered Person suffers a Covered Injury that leaves him Disfigured, and that Covered Injury resulted directly and independently of all other causes from a Covered Accident. The Disfigurement must satisfy all of the conditions below.

1. reconstructive or cosmetic surgery is required to restore the C overed Person's physical abilities or correct Disfigurement, and must be performed within twelve months of the Covered Accident;
2. a Physician must determine that the burn satisfies all of the following:
   a. involves the minimum percentage shown in the *Schedule of Benefits*;
   b. be classified as shown in the *Schedule of Benefits*; and
   c. results in Disfigurement or loss of physical abilities.

Definitions For purposes of this benefit:
Disfigurement or Disfigured means spoiled or deformed appearance that can be corrected by means of reconstructive or cosmetic surgery.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2209.00

BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

We will pay counseling sessions, up to the Maximum Benefit Amount shown in the *Schedule of Benefits* and subject to the following conditions and exclusions, when the Covered Person or Immediate Family Member requires bereavement and trauma counseling because the Covered Person suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. Such counseling must meet all of the following conditions:

1. covered bereavement and trauma counseling expenses must be incurred within one year from the date of the Covered Accident causing the Covered Loss;
2. the expense is charged for a bereavement or trauma counseling session for the Covered Person or one or more of his Immediate Family Members;
3. counseling is provided under the care, supervision or order of a Physician;
4. a charge would have been made if no insurance existed.

Definitions For purposes of this benefit:
Immediate Family Member means a person who is related to the Covered Person in any of the following ways: Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild).

Exclusions Covered bereavement and trauma counseling benefits do not include any expense for which the Covered Person is entitled to benefits under any Workers' Compensation Act or similar law.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2214.00

CHILD CARE CENTER BENEFIT

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of the covered Employee results directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1. coverage for his Dependent Children was in force on the date of the Covered Accident causing his death; and
2. one or more surviving Dependent Children is under Age 13 and:
   a. was enrolled in a Child Care Center on the date of the Covered Accident; or
   b. enrolls in a Child Care Center within 90 days from the date of the Covered Accident.

This benefit will be payable to the Surviving Spouse if the Spouse has custody of the child. If the Surviving Spouse does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of the covered Employee's death. A claim must be submitted to Us at the end of each 12 month period. A 12 month period begins:

1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in (2b) above, after the covered Employee's death; or
2. on the first of the month following the covered Employee's death, if the Dependent Child was enrolled in a Child Care Center before the covered Employee's death.

Each succeeding 12 month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

Definitions For purposes of this benefit:
Child Care Center is a facility which:
1. is licensed and run according to laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:
1. a Hospital;
2. the child's home;
3. care provided during normal school hours while a child is attending grades one through twelve.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2222.00

COMMON ACCIDENT BENEFIT

We will increase the Loss of Life benefit payable for the covered Spouse to 100% of the Employee's Principal Sum if both the Employee and the covered Spouse die directly and independently of all other causes from a Common Accident and are survived by one or more Dependent Children.

Definition For purposes of this benefit:
Common Accident means the same Covered Accident or separate Covered Accidents that occur within the same 24-hour period.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2224.00

ELDER SURVIVOR BENEFIT

We will pay benefits to a Surviving Elder Dependent if death of the Covered Person results directly and independently of all other causes from a Covered Accident. Lump sums will be in amounts specified in the *Schedule of Benefits*.

The lump sum benefit will be payable in one payment when We receive due proof of the death of the Covered Person.

Benefit amounts will be divided equally among all Surviving Elder Dependents. Benefits for any Surviving Elder Dependent will be paid until that Surviving Elder Dependent's death.

If there is no Surviving Elder Dependent eligible for this benefit within 365 days after the date of the Covered Person's death, We will pay a one-time default benefit to the Covered Person's beneficiary.

Definition For purposes of this benefit:
Surviving Elder Dependent means a parent, parent-in-law, grandparent, grandparent-in-law, great-grandparent, great-grandparent-in-law (whether natural, step or adoptive) of a Covered Person who, on the date of his death, is primarily dependent on the Covered Person for support and maintenance and is eligible to be claimed as a dependent for Federal and State income tax purposes.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2228.00

HIV OCCUPATIONAL ACCIDENT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the covered Employee suffers a Covered Injury resulting, directly and independently of all other causes, from a Covered Accident. Such Covered Accident must occur during the performance of Occupational Duties and result in the covered Employee acquiring and testing positive for Human Immunodeficiency Virus (HIV) antibodies within one year of the Covered Injury.

In order to receive this benefit, the covered Employee must satisfy all of the following:

1. submit a Workers' Compensation Injury report to the Subscriber within 48 hours of the Covered Accident that occurs during the performance of Occupational Duties;
2. test negative for Human Immunodeficiency Virus (HIV) antibodies within 48 hours of such Covered Accident;
3. test positive for Human Immunodeficiency Virus (HIV) antibodies in a subsequent Blood Test within one year of the date of the Covered Accident.

Definitions For purposes of this benefit:

Occupational Duties means the performance of normal work duties on behalf of the Subscriber.

HIV means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

Blood Test means a positive (reactive) Enzyme-linked Immunosorbent Assay (ELISA) test, confirmed by the Western Blot Test, or other tests that may be approved by the Centers for Disease Control and Prevention and accepted by Us.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2235.00

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

We will pay the Home Alteration and Vehicle Modification Benefit shown in the *Schedule of Benefits,* subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. prior to the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. the Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2236.00

HOSPITAL STAY BENEFIT

We will pay the daily benefit shown in the *Schedule of Benefits,* subject to the following conditions and exclusions, if the Covered Person requires a Hospital Stay due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Hospital Stay must meet all of the following:

1. be at the direction and under the care of a Physician;
2. begin within 30 days of the Covered Accident;
3. begin while the Covered Person's insurance is in effect.

The benefit will be paid for each day of a continuous Hospital Stay that continues after the end of the Benefit Waiting Period as shown in the *Schedule of Benefits.* Benefits will be paid retroactively to the first day of the Hospital Stay.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2237.00

INCREASED DEPENDENT CHILD DISMEMBERMENT BENEFIT

We will pay an additional benefit if a covered Dependent Child sustains a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident for which Accidental Dismemberment benefits are payable under this Policy.

If the covered Dependent Child sustains more than one Covered Loss as a result of the Covered Accident, the Increased Dependent Child Benefit will be calculated based on the Covered Loss for which the largest available Accidental Dismemberment Benefit is payable.

If the covered Dependent Child dies within 365 days of the same Covered Accident, the Loss of Life benefit under the Accidental Death and Dismemberment Benefit will not be reduced by the dismemberment benefit received under the Increased Dependent Child Dismemberment Benefit.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2239.00

PERMANENT TOTAL DISABILITY BENEFIT – For Employees Only
We will pay Permanent Total Disability Benefits, as shown in the *Schedule of Benefits*, to a covered Employee whose Total Disability results, directly and independently of all other causes from, and within 180 days of, a Covered Accident. To qualify for benefits, the covered Employee must remain Totally Permanently Disabled during the Benefit Waiting Period shown in the *Schedule of Benefits* and at the end of the Benefit Waiting Period, must be expected to remain so disabled, as certified by a Physician, for the rest of his life.

We will pay a single lump sum benefit equal to the Lump Sum Benefit shown in the *Schedule of Benefits* less any Accidental Dismemberment benefit paid for the Covered Loss causing the Total Disability.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2244.00

PERMANENT TOTAL DISABILITY BENEFIT – For Spouses Only
We will pay Permanent Total Disability Benefits, as shown in the *Schedule of Benefits*, to a covered Spouse whose Total Disability results, directly and independently of all other causes from, and within 180 days of, a Covered Accident. To qualify for benefits, the covered Spouse must remain Totally Permanently Disabled during the Benefit Waiting Period shown in the *Schedule of Benefits* and at the end of the Benefit Waiting Period, must be expected to remain so disabled, as certified by a Physician, for the rest of his life.

We will pay monthly benefits as shown in the *Schedule of Benefits* beginning at the end of the Benefit Waiting Period. Monthly benefit payments will be paid until the earliest of the following occurs:

1. the covered Spouse fails to provide certification by a Physician that he is expected to remain To tally Disabled for the rest of his life; or
2. the covered Spouse dies; or
3. the total of all monthly benefits equals the Principal Sum less any Accidental Dismemberment benefits paid for Covered Losses sustained in the same Covered Accident.

If the covered Spouse dies before receiving the total of benefits specified in (3.) above, a single payment equal to the remaining payments that would have been paid will be made to his beneficiary.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2244.00

REHABILITATION BENEFIT
We will pay the Rehabilitation Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person requires rehabilitation after sustaining a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Covered Person must require Rehabilitation within two years after the date of the Covered Loss.

Definition For purposes of this benefit:
Rehabilitation means medical services, supplies, or treatment, or Hospital confinement (or part of a Hospital confinement) that satisfies all of the following conditions:
1. are essential for physical rehabilitation required due to the Covered P erson's Covered Loss;
2. meet generally accepted standards of medical practice;
3. are performed under the care, supervision or order of a Physician;
4. prepare the Covered Person to return to his or any other occupation.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2248.00

SEATBELT BENEFIT
We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile.

Verification of proper use of the seatbelt at the time of the Covered Accident must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.

Definitions For purposes of this benefit:
Automobile means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2251.00

SPECIAL EDUCATION BENEFIT
We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for each qualifying Dependent Child who is insured under the covered Employee's certificate on the date he dies or has been Totally Disabled during the Benefit Waiting Period for Permanent Total Disability benefits. The Covered Person's death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit is payable under this Policy. This benefit is subject to the conditions and exclusions described below.

A qualifying Dependent Child must:

1. a. be enrolled as a full-time student in an accredited school of higher learning beyond the 12 th grade level on the date of the covered Employee's Covered Accident; or
   b. be at the 12th grade level on the date of the covered Employee's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student.
2. continue his education as a full-time student in such accredited school of higher learning; and
3. incur expenses for tuition, fees, books, room and board, transport ation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Employee died or completed the Benefit Waiting Period for Permanent Total Disability benefits, if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the covered Employee's death or completion of the Benefit Waiting Period for Permanent Total Disability benefits, We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2252.00

SPOUSE RETRAINING BENEFIT

We will pay expenses incurred, as described below, up to the Maximum Benefit shown in the *Schedule of Benefits*, to enable the covered Employee's Spouse to obtain occupational or educational training needed for employment if the covered Employee dies directly and independently of all other causes from a Covered Accident. A covered Spouse must have been insured under this Policy on the date of the covered Employee's death to be eligible for this benefit. This benefit is subject to the conditions and exclusions described below.

This benefit will be payable if the covered Employee dies within one year of a Covered Accident and is survived by his Spouse who:

1. enrolls, within three years after the covered Employee's death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to, or approved and cer tified by, such school.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2254.00

Life Insurance Company of North America
1601 Chestnut Street
Philadelphia, Pennsylvania 19192-2235

MODIFYING PROVISIONS AMENDMENT

Subscriber: Tyco International (US) Inc. Policy No.: OK 826564

Amendment Effective Date: July 1, 2002

This amendment is attached to and made part of the Policy specified above and the Certificates issued under it. Its provisions are intended to conform them to the laws of the state of New Hampshire and apply only to insureds under this Policy who reside in New Hampshire.

Subscriber and We hereby agree that the Policy and any Certificates delivered under the Group Policy are amended as follows:

1. Under the *General Definitions* section, the following changes are made.

   A. The definition of Covered Accident is replaced with the following.

   Covered Accident A sudden, unforeseeable event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:
   1. occurs while the Covered Person is insured under this Policy;
   2. is not contributed to by disease, Sickness, mental or bodily infirmity;
   3. occurs while the Covered Person is insured under this Policy;
   4. is not otherwise excluded under the terms of this Policy.

   B. The definition of Hospital is replaced with the following.

   Hospital An institution that meets all of the following:
   1. it is operated pursuant to applicable law;
   2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
   3. it is managed under the supervision of a staff of medical doctors;
   4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
   5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
   6. it charges for its services.

   The term Hospital does not include a clinic, facility, or unit of a Hospital for:
   1. rehabilitation, convalescent, custodial, educational or nursing care;
   2. the aged, drug addicts or alcoholics;
   3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

   C. The definition of Hospital Stay is replaced with the following.

   Hospital Stay A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 180 days.

2. Under the *Claim Provisions* section, the following changes are made.

   A. The provision titled Proof of Loss is replaced with the following.

Proof of Loss
Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible.

The Plan Administrator of the Employer's employee welfare benefit plan (the Plan) has selected the Insurance Company as the Plan fiduciary under federal law for the review of claims for benefits provided by this Policy and for deciding appeals of denied claims. In this role the Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan documents, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that the Insurance Company's sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under this Policy.

   B. The provision titled Payment of Claims is replaced with the following.

Payment of Claims
All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to an amount not exceeding $1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

3. Under the *General Provisions* section, the following changes are made.

   A. The provision titled Incontestability is replaced with the following.

Incontestability
1. Of This Policy or Participation Under This Policy
All statements made by the Subscriber to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a signed copy of the instrument containing the statement is, or has been, furnished to the Subscriber.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of A Covered Person's Insurance
All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a signed copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.
In the event of death or incapacity, the beneficiary or representative shall be given a copy.

B. The provision titled Policy Termination is replaced with the following.

Policy Termination
The Subscriber may terminate coverage on any premium due date. We may terminate coverage on or after the first anniversary of the policy effective date if:
1. there is a change in the factors bearing on the risk assumed;
2. all policies in the state of delivery are terminated; or
3. all policies providing this coverage are terminated.

Written or authorized electronic notice must be given at least 45 days prior to such premium due date. Failure by the Subscriber to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Signed for the
Life Insurance Company of North America

Michael W. Bell

President

Exhibit C

CT CORPORATION
A Wolters Kluwer Company

Service of Process Transmittal
05/13/2008
CT Log Number 513421573

RECEIVED
MAY 14 2008
GROUP LITIGATION DEPT.

Received
MAY 14 2008
Michael James

TO: Michael A James
Cigna Companies
TL21A, Two Liberty Place
1601 Chestnut Street
Philadelphia, PA 19192

RE: **Process Served In California**

FOR: Life Insurance Company of North America (Domestic State: PA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Dynette Light, Plf. vs. Cigna Group Insurance, et al. including Life Insurance Company of North America, Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Notice of Case Management Conference
COURT/AGENCY:	Redwood City, Superior Court, CA Case # CIV472713
NATURE OF ACTION:	Insurance Litigation - Personal Injury - Vehicle Collision - 9/17/2006 - Accidental Death - Plaintiff is victim's surviving spouse and covered person's beneficiary of the insurance policy
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 05/13/2008 at 14:45
APPEARANCE OR ANSWER DUE:	Within 30 days after service - file written response // 9/23/2008 at 9:00 a.m. - Case Management Conference
ATTORNEY(S) / SENDER(S):	Tom Paoli Paoli & Geerhart, LLP 785 Market Street Suite 1160 San Francisco, CA 94103 415-498-2101
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 790013798094
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017
TELEPHONE:	213-337-4615

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Cigna Group Insurance, Life Insurance Company of North America, and DOES 1 to 20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTA DEMANDANDO EL DEMANDANTE):
Dynette Light

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED FILED
SAN MATEO COUNTY
MAY 0 8 2008
Clerk of the Superior Court
By R. Montgomery
Deputy Clerk

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
San Mateo County Superior Court
400 County Center
Redwood City, CA 94063

CASE NUMBER (Número del caso): CIV 472718

BY FAX

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Tom Paoli (104772) 415 498-2101
Paoli & Geerhart, LLP
785 Market Street, Suite 1150
San Francisco, CA 94103

DATE: MAY 0 8 2008 (Fecha) JOHN C. FITTON Clerk, by R. MONTGOMERY (Secretario) Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

(SEAL)

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☑ on behalf of (specify): Life Insurance Company of North America
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 (Rev. January 1, 2004)

SUMMONS

Legal Solutions Plus

Code of Civil Procedure §§ 412.20, 465

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Tom Paoli (104772)
Paoli & Geerhart, LLP
785 Market Street, Suite 1150
San Francisco, CA 94103
TELEPHONE NO: 415 498-2101 FAX NO:
ATTORNEY FOR (Name): Dynette Light

FOR COURT USE ONLY

RECEIVED
MAY 0 8 2008
SUPERIOR COURT
CIVIL DIVISION

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo
STREET ADDRESS: 400 County Center
MAILING ADDRESS:
CITY AND ZIP CODE: Redwood City, CA 94063
BRANCH NAME:

BY FAX

CASE NAME: Light v. Cigna Group Insurance, et al.

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
[x] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)	[ ] Counter [ ] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CV 472713
		JUDGE:
		DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [x] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [x] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [x] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [x] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: One
5. This case [ ] is [x] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 5/7/2008
Tom Paoli (104772)
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Legal Solutions Plus

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Cigna Group Insurance, Life Insurance Company of North America, and DOES 1 to 20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Dynette Light

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

MAY 0 8 2008

FILED
SAN MATEO COUNTY

MAY 08 2008

Superior Court

By R. Walker Deputy CLERK

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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The name and address of the court is:
(El nombre y dirección de la corte es):
San Mateo County Superior Court
400 County Center
Redwood City, CA 94063

CASE NUMBER (Número del caso): CIV 472713

BY FAX

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Tom Paoli (104772) 415 498-2101
Paoli & Geerhart, LLP
785 Market Street, Suite 1150
San Francisco, CA 94103

DATE: MAY 0 8 2008 (Fecha) JOHN C. FITTON Clerk, by (Secretario) R. Walker, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. January 1, 2004]

SUMMONS

Code of Civil Procedure §§ 412.20, 465

PLD-PI-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Tom Paoli (104772)
Paoli & Geerhart, LLP
785 Market Street, Suite 1150
San Francisco, CA 94103
TELEPHONE NO: 415 498-2101 FAX NO (Optional):
E-MAIL ADDRESS (Optional): pglaw@mail.com
ATTORNEY FOR (Name): Dynette Light

FOR COURT USE ONLY

FILED
SAN MATEO COUNTY
MAY 08 2008
Clerk of the Superior Court
By DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo
STREET ADDRESS: 400 County Center
MAILING ADDRESS:
CITY AND ZIP CODE: Redwood City, CA 94063
BRANCH NAME:

PLAINTIFF: Dynette Light

DEFENDANT: Cigna Group Insurance, Life Insurance Company of North America, and DOES 1 to 20

☐ DOES 1 TO _____

COMPLAINT—Personal Injury, Property Damage, Wrongful Death

☐ AMENDED (Number):

Type (check all that apply):

☐ MOTOR VEHICLE ☒ OTHER (specify): Intentional Tort - Ins. Bad Faith
☐ Property Damage ☐ Wrongful Death
☒ Personal Injury ☒ Other Damages (specify): Attorney's Fees and Punitive Damages

Jurisdiction (check all that apply):

☐ ACTION IS A LIMITED CIVIL CASE
Amount demanded ☐ does not exceed $10,000
☐ exceeds $10,000, but does not exceed $25,000
☒ ACTION IS AN UNLIMITED CIVIL CASE (exceeds $25,000)
☐ ACTION IS RECLASSIFIED by this amended complaint
☐ from limited to unlimited
☐ from unlimited to limited

CASE NUMBER
CIV 472713

BY FAX

1. Plaintiff (name or names): Dynette Light
alleges causes of action against defendant (name or names): Cigna Group Insurance, Life Insurance Company of North America, and DOES 1 to 20
2. This pleading, including attachments and exhibits, consists of the following number of pages: 7
3. Each plaintiff named above is a competent adult
   a. ☐ except plaintiff (name):
      (1) ☐ a corporation qualified to do business in California
      (2) ☐ an unincorporated entity (describe):
      (3) ☐ a public entity (describe):
      (4) ☐ a minor ☐ an adult
         (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
         (b) ☐ other (specify):
      (5) ☐ other (specify):
   b. ☐ except plaintiff (name):
      (1) ☐ a corporation qualified to do business in California
      (2) ☐ an unincorporated entity (describe):
      (3) ☐ a public entity (describe):
      (4) ☐ a minor ☐ an adult
         (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
         (b) ☐ other (specify):
      (5) ☐ other (specify):

☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

PLD-PI-001

SHORT TITLE: Light v. Cigna Group Insurance, et al.	CASE NUMBER

4. [ ] Plaintiff *(name)*:
is doing business under the fictitious name *(specify)*:

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person
a. [x] **except** defendant *(name)*: Cigna Group Insurance
(1) [ ] a business organization, form unknown
(2) [x] a corporation
(3) [ ] an unincorporated entity *(describe)*:
(4) [ ] a public entity *(describe)*:
(5) [ ] other *(specify)*:

b. [x] **except** defendant *(name)*: Life Insurance Company of North America
(1) [ ] a business organization, form unknown
(2) [x] a corporation
(3) [ ] an unincorporated entity *(describe)*:
(4) [ ] a public entity *(describe)*:
(5) [ ] other *(specify)*:

c. [ ] **except** defendant *(name)*:
(1) [ ] a business organization, form unknown
(2) [ ] a corporation
(3) [ ] an unincorporated entity *(describe)*:
(4) [ ] a public entity *(describe)*:
(5) [ ] other *(specify)*:

d. [ ] **except** defendant *(name)*:
(1) [ ] a business organization, form unknown
(2) [ ] a corporation
(3) [ ] an unincorporated entity *(describe)*:
(4) [ ] a public entity *(describe)*:
(5) [ ] other *(specify)*:

[ ] Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.
a. [x] Doe defendants *(specify Doe numbers)*: 1 to 20 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
b. [x] Doe defendants *(specify Doe numbers)*: 1 to 20 are persons whose capacities are unknown to plaintiff.

7. [ ] Defendants who are joined under Code of Civil Procedure section 382 are *(names)*:

8. This court is the proper court because
a. [ ] at least one defendant now resides in its jurisdictional area.
b. [ ] the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
c. [x] injury to person or damage to personal property occurred in its jurisdictional area.
d. [ ] other *(specify)*:

9. [ ] Plaintiff is required to comply with a claims statute, and
a. [ ] has complied with applicable claims statutes, or
b. [ ] is excused from complying because *(specify)*:

SHORT TITLE: Light v. Cigna Group Insurance, et al.	CASE NUMBER

10. The following causes of action are attached and the statements above apply to each *(each complaint must have one or more causes of action attached)*:
    a. [ ] Motor Vehicle
    b. [ ] General Negligence
    c. [X] Intentional Tort
    d. [ ] Products Liability
    e. [ ] Premises Liability
    f. [ ] Other *(specify)*:

11. Plaintiff has suffered
    a. [ ] wage loss
    b. [ ] loss of use of property
    c. [ ] hospital and medical expenses
    d. [X] general damage
    e. [ ] property damage
    f. [ ] loss of earning capacity
    g. [X] other damage *(specify)*: Attorney's fees, and punitive damages

12. [ ] The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
    a. [ ] listed in Attachment 12.
    b. [ ] as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
    a. (1) [X] compensatory damages
       (2) [X] punitive damages
       The amount of damages is *(in cases for personal injury or wrongful death, you must check (1))*:
       (1) [X] according to proof
       (2) [ ] in the amount of: $

15. [ ] The paragraphs of this complaint alleged on information and belief are as follows *(specify paragraph numbers)*:

Date: 5/7/2008

Tom Paoli
(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

PLD-PI-001(3)

SHORT TITLE: Light v. Cigna Group Insurance, et al.	CASE NUMBER

First (number) **CAUSE OF ACTION—Intentional Tort** **Page** 4

ATTACHMENT TO [x] Complaint [ ] Cross-Complaint

(Use a separate cause of action form for each cause of action.)

IT-1. Plaintiff *(name)*: Dynette Light

alleges that defendant *(name)*: Cigna Group Insurance, Life Insurance Company of North America, et al.

[x] Does 1 to 20

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant intentionally caused the damage to plaintiff

on *(date)*: April 5, 2007, and January 10, 2008

at *(place)*: San Francisco

(description of reasons for liability):

At all times relevant hereto, and on September 17, 2006, defendants insured plaintiff's husband David Light for "accidental death" through its Group Accident Policy, number OK 826564 issued to David Light's employer Tyco International (US) Inc. A copy of the insurance policy, hereafter referred to as "the subject insurance policy" is attached as Exhibit A, and incorporated herein.

On September 17, 2006, David Light died in an automobile accident. Plaintiff is David Light's surviving spouse and the "covered person's beneficiary" of the subject insurance policy. In October 2006, plaintiff made a timely claim for the death benefit due under the subject policy.

On April 5, 2007, and on January 10, 2008, defendants denied plaintiff's claim and refused to pay the death benefit that was then due under the subject policy. On March 31, 2008, defendants approved and paid plaintiff's claim only after plaintiff hired a lawyer who delineated for defendants California law applicable to the claim and the baselessness of defendants' denials of plaintiff's claim.

Contrary to the defendants' purported grounds for denying plaintiff's claim, plaintiff's husband death is a covered "accident" under the subject insurance policy, and plaintiff's claim was not precluded by any benefit-specific and/or common exclusion contained in the subject insurance policy. Defendants had no basis in fact or law to support their denials of plaintiff's claim and their refusal to pay the insurance benefits was in bad faith.

(continued on page 5)

SHORT TITLE: Light v. Cigna Group Insurance, et al. | CASE NUMBER

First Cause of Action - Intentional Tort

(continued from page 4)

Defendants had no reasonable grounds to deny plaintiff's claim on any basis whatsoever, including without limitation the common exclusion of "commission or attempt to commit a felony." Nor did defendants have any basis to deny the claim on the grounds that the accident causing David Light's death was not a "covered accident."

Denial of plaintiff's claim on these grounds is proof that defendants failed to investigate thoroughly the ostensible bases for denial of, and refusal to pay plaintiff's claim. Specifically, defendants did not consult an attorney knowledgeable of California law to support their assertion that David Light died while committing a felony, or that the accident causing David Light's death was not a "covered accident," and defendants did not interview any witnesses to David Light's activities in the days preceding his death, including David Light's companion during the hours and days preceding David Light's death, to determine if there are facts to support defendants' assertion that David Light died while committing a felony.

(continued on page 6)

(Required for verified pleading) The items on this page stated on information and belief *(specify item numbers, not line numbers):*

SHORT TITLE: Light v. Cigna Group Insurance, et al. | CASE NUMBER

First Cause of Action - Intentional Tort

(continued from page 5)

Defendants had no reasonable grounds to deny plaintiff's claim on the basis that David Light's death was the "reasonably foreseeable result of his own actions" and not a " covered accident" as defined by the subject insurance policy, because this asserted basis is specifically disallowed under California law, and is the result of defendants' disregard of the law and unduly restrictive interpretation of the subject insurance policy language. Moreover, it is proof of defendant's failure to investigate and fully evaluate plaintiff's claim.

Defendants denial of plaintiff's claim and unreasonable refusal and delay for 18 months before paying benefits due under the subject insurance policy without any attempt at adequate investigation and without reasonable grounds is in bad faith.

(Required for verified pleading) The items on this page stated on information and belief *(specify item numbers, not line numbers):*

PLD-PI-001(6)

SHORT TITLE: Light v. Cigna Group Insurance, et al.	CASE NUMBER

Exemplary Damages Attachment

Page 7

ATTACHMENT TO [x] Complaint [ ] Cross-Complaint

EX-1. As additional damages against defendant *(name)*: Cigna Group Insurance, and Life Insurance Company of North America

Plaintiff alleges defendant was guilty of
[x] malice
[ ] fraud
[x] oppression
as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

Plaintiff incorporates herein by this reference the allegations of the First Cause of Action.

Defendants in bad faith and conscious disregard violated plaintiff's rights under law by failing to properly investigate, evaluate, determine and promptly pay plaintiff's claim for accidental death benefits. Defendants' bad faith and conscious disregard continued throughout the claim with knowledge that plaintiff was a grieving widow and single parent.

Defendants placed their interests above plaintiff's interests. Defendants' conduct was prompted not by an honest mistake, bad judgment or negligence, but rather by a conscious and deliberate decision to deprive plaintiff for as long as possible the benefits of the insurance contract, even though they knew there was no legal or factual support for their asserted bases for denying plaintiff's claim.

Defendants were at all times consciously aware of the wrongfulness and harmfulness of their conduct, yet they persisted in accusing plaintiff's deceased husband of being a felon, knowing the accusation to be false, and knowing of plaintiff's vulnerability as a newly widowed single parent.

EX-3. The amount of exemplary damages sought is
a. [ ] not shown, pursuant to Code of Civil Procedure section 425.10.
b. [ ] $

EXEMPLARY DAMAGES ATTACHMENT

Code of Civil Procedure, § 425.12

AFFIDAVIT OF PERSONAL DELIVERY

LIGHT

vs

CIGNA

FILED
SAN MATEO COUNTY
MAY 08 2008
Clerk of the Superior Court
By _____ DEPUTY CLERK

CASE # CIV 472713

DOCUMENTS

Endorsed filed copies of the Complaint, Summons, Notice of Case Management Conference and ADR Packet information.

I declare under penalty of perjury that I delivered back to the customer, a true copy of the foregoing documents. Executed on the above-filed date at the Hall of Justice & Records in Redwood City, CA 94063.

By R. Montgomery
Deputy Court Clerk

LAM800618
POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
THOMAS ALAN PAOLI, ESQ. Bar #: 104772
PAOLI & GEERHART LLP
785 MARKET STREET
SUITE 1150
SAN FRANCISCO, CA 94103
TELEPHONE NO.: 415/498-2101 FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): PLAINTIFF/DYNETTE LIGHT

FOR COURT USE ONLY

FILED
SAN MATEO COUNTY
MAY 23 2008
Clerk of the Superior Court
By _____ DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
STREET ADDRESS: 400 COUNTY CENTER
MAILING ADDRESS:
CITY AND ZIP CODE: REDWOOD CITY, CA 94063
BRANCH NAME:

PLAINTIFF/PETITIONER: DYNETTE LIGHT

DEFENDANT/RESPONDENT: CIGNA GROUP INSURANCE, ET AL.

CASE NUMBER:
CIV472713

Ref. No. or File No.:

PROOF OF SERVICE OF SUMMONS

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
   a. ☒ summons
   b. ☒ complaint
   c. ☐ Alternative Dispute Resolution (ADR) package
   d. ☐ Civil Case Cover Sheet *(served in complex cases only)*
   e. ☐ cross-complaint
   f. ☒ other *(specify documents)*: NOTICE OF CASE MANAGEMENT CONFERENCE
3. a. Party served *(specify name of party as shown on the documents served)*:
   LIFE INSURANCE COMPANY OF NORTH AMERICA

   b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) *(specify name and relationship to the party named in item 3a)*:
   CT CORPORATION SYSTEM BY SERVING MARGARET WILSON, AUTHORIZED AGENT FOR SERVICE OF PROCESS
4. Address where the party was served: 818 WEST SEVENTH STREET
   LOS ANGELES, CA 90017
5. I served the party *(check proper box)*
   a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date)*: 05/13/08 (2) at *(time)*: 02:45 PM
   b. ☐ **by substituted service.** On *(date)*: at *(time)*: I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3b)*:

      (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.

      (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.

      (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.

      (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on *(date)*: from *(city)*: or ☐ a declaration of mailing is attached.

      (5) ☐ I attached a **declaration of diligence** stating actions taken first to attempt personal service.

LAM800618

PLAINTIFF/PETITIONER: DYNETTE LIGHT	CASE NUMBER: CIV472713
DEFENDANT/RESPONDENT: CIGNA GROUP INSURANCE, ET AL.	

c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on *(date)*: (2) from *(city)*:

(3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. *(Attach completed* Notice and Acknowledgement of Receipt.) (Code Civ. Proc., § 415.30.)

(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. ☐ **by other means** *(specify means of service and authorizing code section)*:

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
   a. ☐ as an individual defendant.
   b. ☐ as the person sued under the fictitious name of *(specify)*:
   c. ☐ as occupant.
   d. ☒ On behalf of *(specify)*: LIFE INSURANCE COMPANY OF NORTH AMERICA
   under the following Code of Civil Procedure section.

☒ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
	☐ other:

7. **Person who served papers**
   a. Name: MARTIN GODINEZ
   b. Address: 5730 UPLANDER WAY, SUITE 101, CULVER CITY, CA 90230
   c. Telephone number:
   d. **The fee** for service was: $
   e. I am:
      (1) ☐ not a registered California process server.
      (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
      (3) ☒ registered California process server:
         (i) ☐ owner ☒ employee ☐ independent contractor.
         (ii) Registration No.: 5450
         (iii) County: LOS ANGELES

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ **I am the California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: 05/15/08

MARTIN GODINEZ
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

▶ _____
(SIGNATURE)

NOTICE OF CASE MANAGEMENT CONFERENCE

LIGHT

vs.

CIGNA

FILED
SAN MATEO COUNTY
MAY 08 2008
Clerk of the Superior Court
By _____ DEPUTY CLERK

Case No. CIV 472713

Date: SEP 23 2008

Time: 9:00 a.m.

Dept. 3 – on Tuesday & Thursday
~~Dept. 28~~ – on Wednesday & Friday

You are hereby given notice of your Case Management Conference. The date, time and department have been written above.

1. In accordance with applicable California Rules of Court and Local Rules 2.3(d)1-4 and 2.3(m), you are hereby ordered to:
   a. **Serve** all named defendants and file proofs of service on those defendants with the court within **60 days** of filing the complaint (CRC 201.7).
   b. **Serve** a copy of this notice, Case Management Statement and ADR Information Sheet on all named parties in this action.
   c. **File and serve** a completed Case Management Statement at least **15 days** before the Case Management Conference [CRC 212(g)]. Failure to do so may result in monetary sanctions.
   d. **Meet and confer**, in person or by telephone, to consider each of the issues identified in CRC 212(f) no later than **30 days** before the date set for the Case Management Conference.

2. **If you fail to follow the orders above, you are ordered to show cause why you should not be sanctioned. The Order To Show Cause hearing will be at the same time as the Case Management Conference hearing. Sanctions may include monetary, evidentiary or issue sanctions as well as striking pleadings and/or dismissal.**

3. Continuances of case management conferences are highly disfavored unless good cause is shown.
4. Parties may proceed to an appropriate dispute resolution process ("ADR") by filing a Stipulation To ADR and Proposed Order (see attached form.). If plaintiff files a Stipulation To ADR and Proposed Order electing to proceed to judicial arbitration, the Case Management Conference will be taken off the court calendar and the case will be referred to the Arbitration Administrator. If plaintiffs and defendants file a **completed** stipulation to another ADR process (e.g., mediation) **10 days** prior to the first scheduled case management conference, the case management conference will be continued for 90 days to allow parties time to complete their ADR session. The court will notify parties of their new case management conference date.
5. If you have filed a default or a judgment has been entered, your case is not automatically taken off the Case Management Conference Calendar. If "Does", "Roes", etc. are named in your complaint, they must be dismissed in order to close the case. If any party is in bankruptcy, the case is stayed only as to that named party.
6. You are further ordered to appear in person* (or through your attorney of record) at the Case Management Conference noticed above. You must be thoroughly familiar with the case and fully authorized to proceed.
7. The Case Management judge will issue orders at the conclusion of the conference that may include:
   a. Referring parties to voluntary ADR and setting an ADR completion date;
   b. Dismissing or severing claims or parties;
   c. Setting a trial date.
8. The Case Management judge may be the trial judge in this case.

For further information regarding case management policies and procedures, see the court website at www.sanmateocourt.org.

* Telephonic appearances at case management conferences are available by contacting CourtCall, LLC, an independent vendor, at least 5 business days prior to the scheduled conference (see attached CourtCall information).